

GENERAL USAGE POLICIES

Elbert County Government retains control and management of the Elbert County Fairgrounds Facilities at all times, and shall have the right at all times to enforce all rules and regulations described hereto, and shall have the right to eject all persons who fail or refuse to comply with the rules and regulations.

Access During Events

Elbert County Fairgrounds Management and staff shall have the right to access the facilities at any time during any event.

Accident Management

In the case of an accident or emergency, Event Holder agrees to cooperate with facility and Fairgrounds Management in the formulation of an action plan and response to media inquiries. All accidents, occurrences, and incidents must be reported to Elbert County Fairgrounds Management as soon as possible, but not later than the next business day. Reports must include:

1. Name, address and telephone number of the injured person or persons.
2. Name, address and telephone number of any witnesses.
3. A description of the accident (how, when, and where it happened).
4. A description of the extent of bodily injury or property damage.

Elbert County Fairgrounds Management has the right to require medical personnel, based on the type of event.

Advertising

Event holders shall not hang signs, bunting or other advertising materials anywhere on the premises without prior approval of the Elbert County Fairgrounds Management. Elbert County does recognize the need for event holders to display sponsor advertising, therefore advertising materials and locations will be determined on an event to event basis. Elbert County reserves the right to negotiate with event holders a share of the advertising profits. If banners or other advertising is allowed during an event, event holder must ensure all signage; banners, etc. are taken down at the conclusion of the event. Any materials left on the grounds after event will be disposed of at event holder's costs. Additionally, event holder will forfeit all security deposit monies.

Alcoholic Beverages

Alcohol is strictly prohibited at all Elbert County Fairgrounds facilities unless the following criterion is met:

- Alcohol consumption must be outlined in the Rental Agreement and details determined during the planning meeting with Fairgrounds Management.
 - If alcohol shall be consumed in any location of the fairgrounds written approval from the Elbert County Board of County Commissioners must be obtained.
- If alcohol is to be sold in an Elbert County Fairgrounds Facility:
 - Event Holder must obtain written approval from the Elbert County Board of County Commissioners.
 - Event Holder must obtain a Special Event Permit to Sell Liquor from the Town of Kiowa.
 - Event Holder must provide certificate of insurance including liquor liability as described in the insurance section herein.
- If any Event Holder fails to disclose that alcohol is to be served, sold or otherwise made available, the Event Holder, participants, spectators and anyone else involved with the event are subject to removal, citation or arrest at the discretion of the Elbert County Sheriff's Office.

Animals

Event Holders utilizing an Elbert County Fairgrounds Facility for any activity, in which animals are used or exhibited, shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the human care and treatment of animals. All animals must be penned, stalled and otherwise confined or under the direct control of owner or handler at all times. Persons keeping animals on the premises must use every care to ensure safety of visitors and other facility patrons/personnel. Violation of this policy may result in removal of animals from the premises.

Camping/ RV Use

Any event camping or using RV hookups shall use designated areas for camping only. Elbert County Fairgrounds Management will work with the Event Holder to determine location parking, applicable fees and number of spaces allocated. A sanitary sewer dump station is available at an additional cost.

Cancellation of Event

All cancellations by Event Holder shall be in writing and effective upon receipt by Elbert County Fairgrounds Management. Elbert County shall not be responsible for any consequences monetary or otherwise due to cancellation by Event Holder. The maximum liability of the County to an Event Holder due to cancellation of an Event by the County, regardless of the reason for cancellation, is limited to the fees paid by the Event Holder.

Clean-Up Guidelines

Each Elbert County Fairgrounds facility has its own clean-up guidelines and requirements; refer to the specific facility section for details. Failure to meet the clean-up requirements may result in partial or total forfeiture of the security deposit.

Damage Costs (Security Deposit)

The Event Holder shall be held responsible for all damages to and any necessary clean-up of any Elbert County Fairgrounds Facility and property. All costs deemed necessary and incurred by Elbert County for replacement and/or repairs caused on behalf of the Event Holder will be billed to the Event Holder within ten (10) working days after the event. Payment must be made within fifteen (15) days after receipt of billing. The Event Holder may be required to post a security deposit to defray the cost of repairs and clean up at the sole discretion of Elbert County. The deposit will be refunded if the facility and property are left in a clean state and there are no damages. The deposit shall be due and payable a minimum of 2 weeks prior to commencement of the event. Security deposit amounts are outlined in the Fairgrounds Facility Rental Fee Schedule, attached hereto as Exhibit A.

Decorations

The Event Holder must remove all decorating materials immediately following the event. Failure to do so may result in partial or total forfeiture of the security deposit.

Evacuation Site

The Elbert County Fairgrounds has been designated as an evacuation site for people and animals that may be evacuated from their homes to emergencies. In such an emergency any event scheduled on the fairgrounds may be cancelled at the discretion of the Fairgrounds Manager and/or the Public Works Director. Under such circumstances all rental fees and deposits will be refunded to the event holder with no other compensation due and no other liability to the county.

Event Marketing

Elbert County Fairgrounds employees shall not be responsible for event promotion. The Fairgrounds office phone number as well as any Elbert County Government phone number shall not be published or placed on any promotional material for any event or otherwise published in connection with an event. The Elbert County logo may not be used on any promotional material without the express written consent of Elbert County Fairgrounds and Elbert County Government.

Event Planning Meetings

As deemed necessary by Elbert County Fairgrounds Management, event planning meetings will be conducted for certain events. These meeting shall be scheduled on an agreed upon date and time. All planning meetings must take place no later than three (3) weeks prior to the scheduled event.

Event Staffing

Event Holders shall provide all security, ushers, announcers, ticket takers, parking facilitators, clean- up crew and other personnel necessary to conduct the activities described in the Rental Agreement. An Elbert County Fairgrounds Management employee may be on site or on call while facilities are occupied. This will be determined on an event by event basis and finalized during planning meetings. Elbert County Fairgrounds Management may require the event holder to provide security at the Event Holders cost.

Facility Alteration

Event Holders may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any of the facilities without prior written authorization of Elbert County Fairgrounds Management. All alterations must be requested in writing and submitted a minimum of 30 days prior to the event.

Fire Safety Standards

All fire regulations in the Uniform Fire Code (UFC) as amended and approved by the local jurisdiction shall be strictly observed. The UFC regulates the placement of tables and chairs, decorations, dimensions of all aisles and exits, etc. Elbert County Fairgrounds Management will work with Event Holder during planning meetings to ensure compliance with the UFC; however, the Event Holder is ultimately responsible for compliance with the UFC.

General Compliance

Event Holder agrees to comply with all applicable governmental agencies, ordinances and statutes. Event Holder assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with the Town of Kiowa, Elbert County and the State of Colorado.

Glass Containers

Glass drinking containers are not permitted in any outdoor Elbert County Facilities or parking lots.

Hazardous Waste

Event Holder agrees, at all material times Event Holder is on Elbert County property, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Elbert County and/or any applicable laws. In the event the Event Holder shall be in possession of such hazardous or toxic waste, the Event Holder shall immediately notify Elbert County Fairgrounds Management and the Colorado Department of Public Health and Environmental as well as the Federal Environmental Protection Agency and such other governmental agency or body as may be required by law, relative to such materials. Additionally, Event Holder agrees not to dispose of any refuse or empty any fluids on Elbert County property. In the event the Event Holder, or its agents, vendors, sub-licensees, concessionaires or employees dump grease in the facility sewer system, or at locations not authorized by Elbert County Fairgrounds Management, or shall otherwise violate the provisions of this paragraph, Elbert County Fairgrounds Management will look to the Event Holder and shall subject the Event Holder to a fine of \$1,000.00 plus any costs incurred by Elbert County. Such fine shall be imposed by Elbert County Fairgrounds Management for each infraction and Event Holder shall be deemed in material breach of the Rental Agreement and subject to immediate termination of the Rental Agreement and removal from the property.

Health Permit Requirements

When an event involves a temporary food service operation or food demonstration, the Event Holder shall be responsible for informing such exhibitors or food service operators that a health permit is required.

Indemnification

To the fullest extent permitted by law, the Event Holder shall indemnify and hold harmless Elbert County, its officers, agents, employees and insurers from and against any and all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in connection with the Event Holder's Event, pursuant to the Rental Agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake, negligence, or other fault of Event Holder, or its officers, employees, representatives or agents, anyone directly or indirectly employed by the Event Holder, or anyone for whose acts the Event Holder may be liable; provided, however, that except for worker's or workmen's compensation, disability benefits or other similar employee benefit claims, Event Holder is not obligated to indemnify the County hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from any grossly negligent act or omission of the County, or its officers, agents or employees. Event Holder's indemnification obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. With respect to any and all claims against the County or any of their officers, employees or agents by any employee of Event Holder or anyone directly or indirectly employed by Event Holder, or anyone for whose acts Event Holder may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Event Holder, under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts. Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

Intellectual Property

Event Holder will assume all costs, expenses and damages arising out of or attributed to the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in the Event. Event Holder agrees to indemnify, defend and hold Elbert County, its officers, agents, and employees harmless from any claims or costs, including legal fees, which might arise from use of any such material or intellectual property. The Elbert County Government logo may not be used on any promotional material without the express written consent of Elbert County.

Key Distribution

Facilities key distribution will be arranged during the event planning meetings. Failure to return the keys at the specified time may result in forfeiture of the security deposit. Loss of keys may result in the expense on the Event Holders part to re-key the facility.

Liability Limitations of Parking

Elbert County shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on Elbert County property. Event Holders shall be responsible for requesting designated parking. Guests of the Elbert County Fairgrounds who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.

Lost or Stolen Articles

Elbert County shall not be responsible, under any circumstances, for property of the Event Holder while on an Elbert County Fairgrounds premises. Elbert County Fairgrounds Management will not accept lost and found articles for distribution; unclaimed articles must be held and distributed by the Event Holder. In addition, Elbert County Fairgrounds Management is not responsible for any loss of articles or equipment left unattended in any facility. The usage of security personnel when such equipment or articles are left in buildings or in a County Facility shall be the responsibility of the Event Holder. All articles, equipment, exhibits, displays or materials shall be brought into the facilities only at such hours as designated by the Rental Agreement. Event Holder assumes all responsibility for any goods or material, which may be placed in County's storage before, during, or after an Event.

No Smoking

Smoking is prohibited at all times within all buildings owned, leased, or operated by Elbert County.

Parking Lots and Roadways

Multiple Events may be conducted simultaneously at Elbert County Fairgrounds. It is the Event Holder's responsibility to coordinate with Elbert county Fairgrounds Management on parking area assignments. Fire lanes must be kept clear and open for police, fire, ambulance and other emergency units as well as for County maintenance workers. Parking lots are subject to availability.

Reservations

Event Holders must contact the Elbert County Fairgrounds Event Coordinator to determine date availability and complete a Rental Agreement and to sign a release and waiver of liability and assumption of risk agreement. Consideration may be given to the Event Holder to rent the same dates for the following year however, there is no guarantee of availability until a signed Rental Agreement is completed.

Sales Tax Collection

Event Holders and Event Holder vendors are responsible for payment of all sales, use, assessments and/or fees in compliance with Elbert County, the Town of Kiowa and the State of Colorado. It is the Event Holders and/or the Event Holder vendors, responsibility to collect and submit payment.

Security

Elbert County Fairgrounds Management has the right to require Event security, based on the type of event being held. Elbert County Fairgrounds Management, with the consultation of the Elbert County Sheriff's Department, will determine event security needs. All event security plans must be submitted and approved by Elbert County a minimum of thirty (30) days prior to the event.

Sub-Leasing

Event Holder may not, under any circumstances, sub-lease facilities, equipment or materials owned by Elbert County Government, without the express written consent of Elbert County.

Time of Events – Operating Hours

Elbert County reserves the right to regulate the time, place and manner of proposed activities in its facilities after considering all applicable factors and interests. The terms "set up" or "tear down" shall include the use of the facilities for moving in and out in preparation of the facilities for performance of an Event. The hours for "set up" and "tear down" shall be specified in the Rental Agreement and will be at the discretion of Elbert County. Regarding facilities that are rented hourly: Event Holders will be charged from the time designated for setup through the time designated for clean-up. If an Event Holder is in the facility past the designated clean-up time, Event Holder shall be charged for an additional hour or additional hours.

Use of or Loss of County Equipment

Without prior coordination and agreement of Elbert County Fairgrounds Management, Event Holders shall not operate motorized County-owned equipment. Additionally, Event Holder shall not dispose of in any manner equipment or materials owned by Elbert County Government.

Use Restrictions

Elbert County Government and/or Elbert County Fairgrounds Management may refuse Event bookings when it is their opinion that the Event may cause undue or unusual damage to the facilities or that may violate local, state or federal laws, rules or regulations. Elbert County Government and/or Elbert County Fairgrounds Management may refuse Event bookings when it is their opinion that a requested Event conflicts with a similar Event previously scheduled on the premises. Once a Rental Agreement has been signed and executed and deposit has been paid in full to Elbert County, Elbert County may, in its sole discretion, agree not to schedule a like Event on any part of the Fairgrounds during the same period of time as that scheduled by the Event Holder.

Elbert County Fairgrounds Policies and Procedures subject to periodic review. The policies and procedures in place at the time of the signing of the Rental Agreement shall govern.